REQUEST FOR TENDERS No. 22-059

Sand Supply for Biosolids Management

ISSUED: June 17, 2022

CLOSING DATE AND TIME:
Tenders must be received on or before:
3:00 PM (15:00 hrs) Pacific Time on June 30, 2022

Regional District of Nanaimo Contact for Questions:
Adrian Limpus, Engineering Technologist – Wastewater Services
Telephone: 250-390-6509
Email: alimpus@rdn.bc.ca

Deadline for questions is three (3) business days before the closing date.

Instructions to Bidders

Article 1. Closing Date/Time/Location
Bidders must submit their Tender on or before 3:00 PM (15:00 hrs), Pacific Time, June 30, 2022

Submission Method:

By Email: In PDF format with **"22-059 Sand Supply"** as the subject line at this electronic address:

alimpus@rdn.bc.ca

The Regional District of Nanaimo ("RDN") will not be held responsible for any technological delays. Tenders received by any other manner will not be accepted. Tenders will not be opened in public.

ARTICLE 2. Scope of Work

Tenders are invited from qualified and experienced firms to supply and deliver sand on an "as and when required" basis. The sand will be used to manufacture a soil amendment product within an RDN biosolids management program at Harmac ("Nanaimo Forest Products Ltd.") in compliance with the *Organic Matter Recycling Regulation (OMRR)* subject to inspection and approval by the RDN's Qualified Professional ("SYLVIS Environmental Ltd.").

Sand must be delivered to the Harmac pulp mill at 1000 Wave Place, Nanaimo, BC to designated delivery locations. Deliveries and the drop off location will be scheduled with Harmac in advance. The contractor must follow all delivery site requirements at Harmac including participating in a contractor safety orientation. Deliveries are anticipated to commence July 2022.

The sand must meet requirements identified in Appendix A - Technical Specifications subject to inspection and approval by the RDN's Qualified Professional. The RDN may reject a Tender or terminate the agreement for supply if the sand does not meet requirements in Appendix A - Technical Specifications as determined by the RDN and/or its Qualified Professional in their sole discretion.

Total annual deliveries are estimated to be 3,500 m^3 (approximately 5,040 metric tons/year).

The contract will be for a one (1) year term with the possibility of extension for an additional two (2) one (1) year terms. An additional possible third option for extension will conclude December 31, 2025. Fixed pricing is required over the initial one-year term.

Extensions are subject to mutual and successful price negotiations between both parties confirmed in writing. Extensions are also subject to budget being available, and RDN internal approval being obtained.

Appendix A – Technical Specifications contains more detailed requirements pertaining to sand quality, transport, and delivery.

ARTICLE 3. Examine Documents
The Tenderer must carefully examine the Contract Documents. Should a Tenderer find discrepancies in, or omissions from the drawings or other documents, or should they be in doubt as to their meaning, they should, prior to submitting their Tender, notify the RDN in writing. The Tenderer may not claim, after the submission of a Tender, that there was any misunderstanding with respect to the conditions imposed by the documents.

No verbal agreement or conversation made or had at any time with any officer, agency or employee of the RDN will affect or modify any of the terms or obligations herein stated or deemed to be any representation of warranty.

Article 4. Addenda
If the RDN determines that an amendment is required to this Tender, the RDN will post an addendum on the RDN and BC Bid websites. Each addendum will be incorporated into and become part of the Tender. No amendment of any kind to the Tender is effective unless it is contained in a written addendum issued by the RDN It is the sole responsibility of the Tenderer to check and ensure all addenda are included prior to submitting their final Tender submission.

ARTICLE 5. Tender Price
All pricing is to be in Canadian Dollars and is to include all transportation costs to site. Prices will be filled in on the Tender Form. In the event of a price extension discrepancy when calculating the total contract value, the RDN reserves the right to correct the totals.

ARTICLE 6. Federal and Provincial Sales Taxes
GST and PST will be shown separately on the Tender Form based on the total contract value.

ARTICLE 7. Tender Signing
The Tender must be executed by an authorized signatory in a position to legally bind their Company to the information contained in the Tender Form.

ARTICLE 8. Revisions to Tenders
Any revision to the Tender by the Tenderer must be in writing properly executed and received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

ARTICLE 9. Tender Withdrawal
A Tenderer may without prejudice, withdraw their tender on written request received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

ARTICLE 10. Tender Rejection
.1 The RDN reserves the right to reject any or all Tenders or accept other than the lowest Tender and to accept the Tender which it deems most advantageous.

.2 The RDN may reject a Tender if:

a) After investigation and consideration, the RDN concludes that the Tenderer is not qualified to do the work and/or cannot do the work and perform the Contract in a manner satisfactory to the RDN.

b) A Tender contains qualifying conditions or otherwise fails to conform to these Instructions to Tenderers.

c) A Tender is incomplete, is considered incomplete in the Instructions to Tenderers, is obscure or irregular, which has erasures or corrections in the Tender Form, in which prices are omitted or are unbalanced, or which has an insufficient or irregular surety.

d) The RDN may, in its absolute discretion, reject a Tender submitted by Tenderer if the Tenderer, or any officer or director of the Tenderer is or has been engaged either directly or indirectly through another corporation in a legal action against the RDN, its elected or appointed officers and employees in relation to:

- any other contract for works or services; or
- any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act or another enactment within five years of the date of this Call for Tenders.

In determining whether to reject a Tender under this clause, the RDN will consider whether the litigation is likely to affect the Tenderer's ability to work with the RDN, its consultants, and representatives and whether the RDN's experience with the Tenderer indicates that the RDN is likely to incur increased staff and legal costs in the administration of this contract if it is awarded to the Tenderer.

e) A laboratory sample (or the source) of sand does not meet requirements in Appendix A - Technical Specifications as determined by the RDN and/or its Qualified Professional in their sole discretion.

.3 The RDN may reject all Tenders if for any reason the RDN considers to be in its best interest to do so, including without limitation for any of the following reasons:

a) the lowest Tender that the RDN considers otherwise acceptable is higher than the funds budgeted or otherwise available.

b) the RDN decides not to proceed or decides to defer.

c) if only one bid is received, then the Tender will be reissued unless a financial analysis indicates that the sole bid represents a good value for the taxpayers

d) the RDN is delayed in obtaining, or is unable to obtain, all approvals or consents it considers necessary, whether required by law or otherwise.

.4 The RDN reserves the right to consider and to reject any Tender or all Tenders without notice to a Tenderer or Tenderers and without permitting a Tenderer to provide additional information.

.5 In no event will the RDN be responsible for a Tenderer's costs of preparing or submitting a Tender.

ARTICLE 11. Award
Awards will be made on Tenders that will give the greatest value based on price and delivery. The lowest, or any Tender may not necessarily be accepted. The RDN will, following receipt of an acceptable Tender, issue in writing a Notice of Intent Award to the successful Tenderer.

ARTICLE 12. Form of Agreement
The Supply Agreement and General Conditions of the contract are enclosed at the end of this document. Tenderers should carefully review this form of Contract. Tenderers may (but are not required to) request that RDN consider revisions to the Supply Contract, including the Scope of Services. Tenderers should submit such requests to the RDN well before the Closing Date and Time. If the RDN agrees to a request received prior to the Time, then RDN will issue an Addendum to modify the Contract. Failure to do so means acceptance of the agreement as presented.

ARTICLE 13. No Claim for Compensation
Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer will have any claim for any compensation of any kind whatsoever, by participating in the tender, and by submitting a bid each Tenderer will be deemed to have agreed that it has no claim.

ARTICLE 14. Solicitation of Board Members
If a member of the Board, or a person who was a member of the Board in the previous six months has a direct or indirect interest in the contract, then the Tenderer will report this to the RDN in accordance with Section 107 of the *Community Charter* upon being notified of the award of the contract.

The Tenderer warrants and represents that it has not received any information or a record from any Board member or former Board member contrary to Section 108 of the *Community Charter*." The successful Tenderer will be required to direct all communications related to their contract through the staff members responsible for the project.

ARTICLE 15. Freedom of Information and Protection of Privacy Act
All documents submitted to the RDN will be held in confidence by the RDN, subject to the provisions of the Province of British Columbia's *Freedom of Information and Protection of Privacy Act.* All Tenders become the property of the RDN.

ARTICLE 16. Conflict of Interest
The Tenderer declares that it has no financial interest, directly or indirectly in the business of any third party that would be or be seen to be a conflict of interest in carrying out the services. It warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Tenderer, has any financial or personal relationship or affiliation with any elected official or employee of the RDN or their immediate families which might in any way be seen to create a conflict.

ARTICLE 17. Collusion
The Tenderer will not engage in collusion of any sort and will ensure that no person or other legal entity, other than the Tenderer has an interest in the Tenderer submission and prepare the submission without any knowledge of, comparison of figures with, or arrangement with any other person or firm preparing a Submission for the same work.

Appendix A - Technical Specifications

Quality:

- Sand must not derive from a contaminated site
- Concentrations of select parameters within the sand must not exceed values in the following table:

Parameter	Unit	Maximum	Reference
Organic Matter (loss on ignition)	%	1.50	Maximum which enables achievement of BGM criterion considering FCPCC biosolids and carbon feedstock quality.
Total Kjeldahl Nitrogen	µg/g	1,000	
Arsenic	µg/g	6.5	50% of OMRR BGM criterion
Cadmium	µg/g	0.75	
Chromium	µg/g	50	
Cobalt	µg/g	17	
Copper	µg/g	75	
Lead	µg/g	75	
Mercury	µg/g	0.4	
Molybdenum	µg/g	2.5	
Nickel	µg/g	31	
Selenium	µg/g	1	
Zinc	µg/g	75	

Physical quality criteria (e.g., sand/silt/clay and gravel content) consistent with the "2P" growing medium classification in the Canadian Landscape Standard

Select criteria would be:

Parameter	Unit	Maximum	Reference
Combined clay (<0.002 mm) and silt (0.002 - 0.05 mm) content	%	30	2P growing media, Canadian Landscape Standard
Coarse gravel (19 - 40 mm)	%	1	
All gravel (2 - 40 mm)	%	5	

The physical quality criteria requirement may be met either using a sieve test or with other methods. Some sand sources will be relatively gravel-free, and some Tenderers may opt to assess this visually rather than via a sieve test.

Delivery Requirements:

Deliveries will be scheduled with Harmac in advance. Sand will be delivered during Harmac's daytime shift from 6 am to 6 pm on regular workdays (excluding weekends or statutory holidays) unless approval has been obtained otherwise from Harmac in advance. The Delivery location is 1000 Wave Place, Nanaimo, BC to one of two delivery points at Harmac.

The Delivery points location map is enclosed. It should be noted that the Delivery points at the Harmac pulp mill could possibly change during the contract depending on operational needs of the program.

The Supply Contractor will also need to complete Harmac's safety orientation and follow all site requirements.

Estimated Annual Volume
3,300 to 3,800 m^3/year. 4,750 to 5,500 metric tonnes/year (based on a specific gravity of 1,440 kg/m3.

Inspection:
Sand will be subject to inspection and approval by the RDN's Qualified Professional (SYLVIS Environmental Ltd.) for the Biosolids Growth Medium program. During the contract, the RDN or its Qualified Profession may take a random sample of the sand to ensure it meets quality standards. Ownership transfers to the RDN upon acceptance of the sand by RDN representatives.

Source
Sand supply should ideally be from a consistent source for the duration of the contract.

If the source changes, the RDN will need three (3) weeks for its Qualified Professional to run a lab analysis and confirm the biosolids mixing ratio. The RDN must be provided with at least 2 months' notice should source of the sand be changed during the contract. New sources of sand require approval by the RDN in writing, and the new source must meet all quality standards.

Environmental Management System:
The Supply Contractor must meet requirements of Wastewater Service's Environmental Management System (ISO 14001:2015). These requirements are specified in the department's Contractor-Supplier Package which must be signed by the successful Tenderer. This package can be found on the following webpage: http://www.rdn.bc.ca/cms/wpattachments/wpID1133atID8478.pdf

General Requirements:
The work must be completed in accordance with all applicable federal, provincial, and municipal and local government laws, bylaws, regulations, codes, and standards.

The Supply Contractor is responsible for the overall management and administration for supply, transport, and delivery of the product. Management must include the provision of competent management and administrative staff, appropriate liability insurance, permits, financing and other functions related to the contract administration.

The Supply Contractor is responsible for cleaning up any spills in transport and when offloading the sand at Harmac. The Supply Contractor must meet all requirements of the *BC Spill Reporting Regulation* in the event of a spill.

The Supply Contractor will also comply with all statutory occupational health and safety requirements under or in connection with the *Workers Compensation Act* and *Occupational Health and Safety Regulation* and the Contractor represents and warrants to the Regional District that it follows all requirements of the *Workers Compensation Act*, including with respect to registration and payment of assessments. The Supply Contractor must also always comply with all site-specific safety and personal protective equipment (PPE) requirement

SAND DELIVERY POINT MAP

HARMAC PUMP MILL



BETWEEN: _____ (the "Supply Contractor")

AND: Regional District of Nanaimo (the "RDN")

THIS AGREEMENT WITNESSES that the Supply Contractor and the RDN agree as follows:

1. The Supply Contractor will provide all labour, equipment, and materials required to supply and deliver the Product ("Sand") to Harmac ("Nanaimo Forest Products Ltd.").

2. Product will be delivered to the Harmac pulp mill at 1000 Wave Place, Nanaimo, BC to a designated delivery location ("Delivery Point"). The Supply Contractor must follow all delivery site requirements at Harmac. The Supply Contractor will also need to complete Harmac's contractor safety orientation.

3. The RDN will pay the Supply Contractor the Contract Price, as required by the Contract Documents.

4. The Contract Price will be the sum in Canadian Dollars of the following:

   (a) $ _____$/metric tonne, and

   (b) any payments made on account of changes, as may be required by the Contract Documents.

   The Contract Price will be the entire compensation owing to the Supply Contractor by the RDN for the Product and will cover and include necessary costs including but not limited to all supervision, labour, materials, Supply Contractor's Plant and Equipment, overhead, profit, financing costs, duty, shipping charges, fabrication and finishing, conveyance and delivery, packing, crating, freight, cartage, off-loading, drafting charges, tariffs, warranty and all other costs and expenses whatsoever incurred in performing the Contract.

   Except for the amounts which the RDN in good faith is disputing and except for any set off which the RDN may claim and except for invoices (or portions of invoices) in respect of which the RDN has requested and not received supporting evidence, the RDN will pay invoices submitted to it for the Services within 30 days' receipt thereof.

5. The initial term of a Contract will commence on _____, and expires _____, unless terminated, cancelled, or extended.

The contract will be for a one (1) year term with the possibility of extension for two (2) additional one (1) year terms. An additional possible third option for extension will conclude December 31, 2025. Fixed pricing is required over the initial one-year term.

Extensions are subject to mutual and successful price negotiations between both parties confirmed in writing. Extensions are also subject to budget being available, and RDN internal approval being obtained.

6. The Supply Contractor will supply and deliver all Product to the Delivery Point no later than 10 working days from receipt of order. Deliveries will be made during Harmac's daytime shift between the hours of 6:00 am to 6:00 pm during regular workdays (excluding weekends or statutory holidays) unless approval otherwise has been obtained from Harmac in advance. Deliveries will be scheduled with Harmac in advance. Additional supply and transport requirements are identified in *Appendix A - Technical Specifications* in the *Biosolids Request for Tenders* issued in June 2022. Should there be any delay in obtaining Product, the RDN reserves to secure alternative product from any source without waving or voiding the terms and conditions.

7. The Contract Documents will form a part of this Agreement as though recited in full.

8. The Contract supersedes all prior negotiations, representations, or agreements, whether written or oral and is the entire agreement between the RDN and the Supply Contractor with respect to the subject matter of this Agreement.

9. The Supply Contractor will not assign the Contract, or any portion of the Contract, or any payments due or to become due under the Contract, without the express written consent of the RDN.

10. No action or failure to act by the RDN or an authorized representative of the RDN will constitute a waiver of any right or duty afforded any of them under the Contract or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11. This Agreement will enure to the benefit of and be binding upon the RDN and the Supply Contractor and their respective heirs, executors, legal representatives, successors and permitted assigns. In the event of more than one person being the Supply Contractor, the grants, covenants, provisos and claims, rights, powers, privileges, and liabilities will be construed and held to be several as well as joint.

12. Time will be of the essence of this Agreement.

13. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute

one and the same instrument. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

14. The Supply Contractor will arrange commercial general liability coverage in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, death, or property damage, including coverage for loss of use. Such policy will include the RDN as an additional insured.

15. The Product is subject to inspection and acceptance by the RDN and/or its Qualified Professional within a reasonable time after receipt. The Product and/or its source must meet requirements identified in *Appendix A - Technical Specifications* of the *Biosolids Request for Tenders* issued in June 2022 as determined by the RDN and/or its Qualified Professional for the RDN biosolids management program at Harmac in their sole discretion.

    Modifications to the source of Product during the term will require approval in writing by the RDN. The RDN will also require two month's notice for laboratory testing to be done on the new Product source to ensure it meets Contract requirements.

    The RDN will notify the Supply Contractor in writing of the rejection of any of the Product which are not in accordance with the Contract Documents, and the Product will be held subject to disposition by the Supply Contractor at the Supply Contractor's risk and subject to all charges accruing as a result of such rejection.

    Notwithstanding any prior payment therefor, all Product are subject to inspection and testing by the RDN at the Delivery Point.

16. If upon inspection, testing or otherwise the Product or any portion thereof is found to be non-conforming, unsatisfactory, defective, or inferior quality, or fail to meet any guarantees, then the RDN may return the Product or any part thereof to the Supply Contractor at the Supply Contractor's sole cost and all amounts theretofore paid by the RDN to the Supply Contractor on account of the Contract Price of such returned Product, will be repaid to the RDN by the Supply Contractor. Neither the inspection nor failure to make inspection, nor acceptance of Product will release the Supply Contractor from any warranties or other provisions of this Contract nor impair the RDN's right to reject non-conforming Product. The RDN reserves the right even after it has paid for and accepted Product to make a claim against the Supply Contractor on account of any Product which do not prove to be satisfactory or are defective irrespective of the RDN's failure to notify the Supply Contractor of a rejection of non-conforming Product or revocation of acceptance thereof, or to specify with particularity any defect in non-conforming Product after rejection or acceptance thereof.

17. The Regional District is not subject to any fuel surcharges.

18. The Supply Contractor will bear all risks and will assume all responsibility for the Product, including, without limitation, any loss or damage to the Product from any cause whatsoever, up to and including the delivery and off-loading of the Product at the Delivery Point.

19. The Supply Contractor will comply with all applicable federal, provincial, and municipal and local government laws, bylaws, regulations, codes, and standards.

20. The Supply Contractor is responsible for cleaning up any spills in transport and when offloading Product at Harmac. The Supply Contractor must meet all requirements of the *BC Spill Reporting Regulation* in the event of a spill.

21. The Supply Contractor will also comply with all statutory occupational health and safety requirements under or in connection with the *Workers Compensation Act* and *Occupational Health and Safety Regulation* and the Contractor represents and warrants to the Regional District that it follows all requirements of the *Workers Compensation Act*, including with respect to registration and payment of assessments. The Contractor must also always comply with all site-specific safety and personal protective equipment (PPE) requirements.

22. The Supply Contractor will release and discharge the RDN and its directors, officers, servants, employees and agents (the "Released Parties") from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature (including but not limiting the generality of the foregoing, in respect of death, injury, loss or damage to any person or property) which the Supply Contractor or its servants or employees might have in any manner arising in any way out of or connected with the Product or the supply, off-loading or delivery of the Product by the Supply Contractor under this agreement except to the proportionate extent that such actions, claims, demands, proceedings, suits, losses, damages, costs and expenses were caused by the Released Parties or any of them.

23. The Supply Contractor and subcontractors will provide at their own cost any insurance which they are required by law to provide or which they consider necessary to protect their own interests.

24. The RDN may terminate the Contract if the Supply Contractor at any time becomes bankrupt, makes an assignment of his property for the benefit of his creditors, or if a receiver or liquidator should be appointed. The RDN may also terminate the Contract should the RDN biosolids management program at Harmac conclude or be terminated. Such termination will be effective immediately upon the RDN giving notice thereof.

25. The RDN may terminate the Contract if at any time the RDN forms the opinion that the Supply Contractor is in default under this Contract because the Supply Contractor:

(1) has breached a fundamental term of the Contract or is in substantial breach of the terms of the Contract.

(2) is supplying Product that consistently does not meet quality standards in Appendix A - Technical Specifications.

(3) has failed to supply the Product, within the time specified in the Contract Documents or extensions mutually agreed between the parties in writing.

(4) is in material non-compliance with or has been convicted of a material offence or violation of, health, safety, labour, or environmental laws.

(5) has become in any way unable to supply the Product or any part thereof.

Except as herein before provided, the Supply Contractor will have no claim against the RDN for any reason whatsoever by reason of the termination of the Contract.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

REGIONAL DISTRICT OF NANAIMO
by its authorized signatory on _____ day of _____, 20__ (the date of Agreement):

SIGNED on behalf of the RDN by:

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

[SUPPLY CONTRACTOR'S NAME]

by its authorized signatory on _____ day of _____, 20__:

SIGNED on behalf of the Supply Contractor by:

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

END OF SECTION